

Mississippi Power Company
2992 West Beach Boulevard
Post Office Box 4079
Gulfport, Mississippi 39501
Telephone 601 864-1211



Mississippi Power
the southern electric system

RECORDATION NO. 9909-FF Filed & Recorded

September 11, 1986

SEP 15 1986 3-2 0 PM

INTERSTATE COMMERCE COMMISSION 6-258A052

Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

No.
Date SEP 15 1986
Fee \$ 10.00

Dear Secretary:

ICC Washington, D. C.

We enclose an original and two certified true copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is a Supplemental Indenture, a secondary document, dated as of June 1, 1986.

The primary document to which this is connected is recorded under Recordation No. 9909A.

The names and addresses of the parties to the document are as follows:

- (a) the issuer of the secured obligations:

Mississippi Power Company
2992 West Beach
Gulfport, Mississippi 39501

- (b) the Trustee:

Morgan Guaranty Trust Company of New York
30 West Broadway
New York, New York 10005

100 41, 42 OF
THIS COPY
SEP 15 3 24 PM '86
MOTOR OPERATOR 2111

A description of the equipment covered by the documents follows:

Mississippi Power Company's 50% undivided interest as a tenant in common in 460 railroad cars, AAR mechanical designation - HT, numbered DEGX 78000-78229, inclusive, and DEGX 80230-80459, inclusive, for delivery of coal to the Victor J. Daniel, Jr. Electric Generating Plant. Also included in the property covered are any other railroad cars, locomotives and other rolling stock intended for use related to interstate commerce, or interests therein, owned by Mississippi Power Company or hereafter acquired.

A fee of \$10 is enclosed. Please return the original to Wayne Boston, Southern Company Services, Inc., 64 Perimeter Center East, Atlanta, Georgia 30346.

A short summary of the document to appear in the index follows:

Supplemental Indenture to Indenture with Recordation No. 9909A, dated as of June 1, 1986, and covering Mississippi Power Company's 50% undivided interest as a tenant in common in 460 railroad cars, AAR mechanical designation - HT, numbered DEGX 78000-78229, inclusive, and DEGX 80230-80459, inclusive, and any other railroad cars, locomotives and other rolling stock intended for use related to interstate commerce, or interests therein, owned by Mississippi Power Company or hereafter acquired.

Please address any questions you may have to the undersigned at (404)668-3574.

Very truly yours,

MISSISSIPPI POWER COMPANY

By:



Wayne Boston
Assistant Secretary

Interstate Commerce Commission
Washington, D.C. 20423

9/16/86

OFFICE OF THE SECRETARY

Wayne Boston
Assist. Sec.
Mississippi Power
2992 West Beach Blvd.
P.O.Box 4079
Gulfport, Mississippi 39601

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/15/86 at 3:20pm, and assigned re-recording number(s). 9909-FF

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 9909 FF Filed & Recorded

SEP 15 1986 3-2 0 PM

CERTIFICATE OF NOTARY PUBLIC

INTERSTATE COMMERCE COMMISSION

I, Faye E. Francis, do hereby certify that I have compared the attached copy of the Supplemental Indenture, dated as of June 1, 1986, from Mississippi Power Company to Morgan Guaranty Trust Company of New York, as Trustee, with the original counterparts of said document and have found said copy to be complete and identical in all respects to the original document.

Faye E. Francis
Notary Public

Notary Public, Georgia, State At Large
My Commission Expires Mar. 24, 1987

Dated September 11, 1986

[CONFORMED COPY]

RECORDATION NO. 9909 FF Filed & Recorded

SEP 15 1986 3-2 0 PM

MISSISSIPPI POWER COMPANY INTERSTATE COMMERCE COMMISSION

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, TRUSTEE.

Supplemental Indenture

providing among other things for

FIRST MORTGAGE BONDS

9³/₄% Series due June 1, 2016

Dated as of June 1, 1986

SUPPLEMENTAL INDENTURE, dated as of June 1, 1986, made and entered into by and between **MISSISSIPPI POWER COMPANY**, a corporation organized and existing under the laws of the State of Mississippi (hereinafter commonly referred to as the "Company"), and **MORGAN GUARANTY TRUST COMPANY OF NEW YORK**, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of September 1, 1941 between Mississippi Power Company, a Maine corporation (hereinafter sometimes referred to as the "Maine Corporation"), and Morgan Guaranty Trust Company of New York, under its former name of Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture");

WHEREAS the Maine Corporation and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the Series due 1971 described therein and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi and in the Office of the Judge of Probate of each county in the State of Alabama in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Maine Corporation and the Trustee have executed and delivered various supplemental indentures for the purpose, among others, of further securing said bonds, which supplemental indentures describe and set forth additional property conveyed thereby and are also of record in the Offices of the Clerks of the Chancery Courts of some or all of the counties in the State of Mississippi and in the Offices of the Judges of Probate of some or all of the counties in the State of Alabama in which this Supplemental Indenture is to be recorded and are on file at the corporate trust office of the Trustee, above referred to; and

WHEREAS the Maine Corporation by Articles of Merger dated October 11, 1972, effective December 21, 1972, was merged into the Company which continued under the name and style of "Mississippi Power Company"; and

WHEREAS the Company and the Trustee entered into a Supplemental Indenture dated as of December 1, 1972, which provided, among other things, for the assumption of the Indenture by the Company; and

WHEREAS said Supplemental Indenture dated as of December 1, 1972 became effective on the effective date of such Articles of Merger; and

WHEREAS the Company has succeeded to and has been substituted for the Maine Corporation under the Indenture with the same effect as if it had been named therein as the mortgagor corporation; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "9¾ % Series due June 1, 2016" (hereinafter sometimes referred to as the "Thirtieth Series"), each of which bonds shall also bear the descriptive title "First Mortgage Bond", the bonds of such series to bear interest at the annual rate designated in the title thereof and to mature June 1, 2016; and

WHEREAS each of the bonds of the Thirtieth Series is to be substantially in the following form, to-wit:

[FORM OF BOND OF THE THIRTIETH SERIES]

[FACE]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 9¾% SERIES DUE JUNE 1, 2016

No.

\$.....

Mississippi Power Company, a Mississippi corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on June 1, 2016, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to December 1, 1986, in which case from June 1, 1986 (or, if this bond is dated between the record date for any interest payment date and such interest payment date, then from such interest payment date, provided, however, that if the Company shall default in payment of the interest due on such interest payment date, then from the next preceding semi-annual interest payment date to which interest has been paid on the bonds of this series, or if such interest payment date is December 1, 1986, from June 1, 1986) at the rate per annum, until the principal hereof shall have become due and payable, specified in the title of this bond, payable on June 1 and December 1 in each year.

The provisions of this bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, MISSISSIPPI POWER COMPANY has caused this bond to be executed in its name by its President or one of its Vice Presidents by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereto affixed or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries by his signature or a facsimile thereof.

Dated,

MISSISSIPPI POWER COMPANY,

By
President.

Attest:

.....
Secretary.

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

as Trustee,
By
Authorized Officer.

[REVERSE]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 9¾ % SERIES DUE JUNE 1, 2016

The interest payable on any June 1 or December 1 will, subject to certain exceptions provided in the Indenture hereinafter mentioned, be paid to the person in whose name this bond is registered at the close of business on the record date, which shall be the May 15 or November 15, as the case may be, next preceding such interest payment date, or, if such May 15 or November 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized to close, the next

preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, given by Mississippi Power Company, a Maine corporation (to which the Company is successor by merger), to Morgan Guaranty Trust Company of New York under its former name of Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, and indentures supplemental thereto, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided. Modifications or alterations of the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

Upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together (a), if redeemed otherwise than by the operation of the improvement fund or the maintenance and/or replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with

a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading “Regular Redemption Premium”, provided, however, that none of the bonds of this series shall be so redeemed prior to June 1, 1991 if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 9.84% per annum, and (b), if redeemed by the operation of the improvement fund or the maintenance and/or replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, without premium:

**If Redeemed During the Twelve Months' Period
Ending the Last Day of May,**

<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1987	9.75%	1999	4.88%
1988	9.35%	2000	4.47%
1989	8.94%	2001	4.07%
1990	8.54%	2002	3.66%
1991	8.13%	2003	3.25%
1992	7.72%	2004	2.85%
1993	7.32%	2005	2.44%
1994	6.91%	2006	2.04%
1995	6.50%	2007	1.63%
1996	6.10%	2008	1.22%
1997	5.69%	2009	0.82%
1998	5.29%	2010	0.41%

and without premium if redeemed on or after June 1, 2010.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the

Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment of or on account of the principal, premium, if any, and interest due hereon and for all other purposes. Bonds of this series are issuable only in fully registered form without coupons in denominations of \$1,000 and any integral multiple thereof. Registered bonds of this series shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. However, notwithstanding the provisions of the Indenture, no charge shall be made upon any transfer or exchange of bonds of this series other than for any tax or taxes or other governmental charge required to be paid by the Company.

AND WHEREAS all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, and of the sum of One Dollar duly paid by the Trustee to the

Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$35,000,000 principal amount of bonds of the Thirtieth Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Morgan Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Mississippi, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and does hereby confirm that the Company will not cause or consent to a partition, either voluntary or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common except as permitted by and in conformity with the provisions of the Indenture and particularly of said Article X thereof:

I

ELECTRIC TRANSMISSION LINES

(1) The 500 kV electric transmission lines, approximately 70 miles in length, from the Daniel Electric Generating Plant in Jackson County, Mississippi to a point on the boundary line between the State of Mississippi and the State of Louisiana, and being located in Jackson, Harrison, Hancock and Pearl River Counties, Mississippi.

(2) The Gulfport to Fernwood 115 kV electric transmission line, approximately 7 miles in length, located in Harrison County, Mississippi.

(3) Two 46 kV electric transmission line extensions, each approximately 3 miles in length, in Newton County, Mississippi.

II

SUBSTATIONS

- (1) The Substation located on Turner Street, Bay St. Louis, Hancock County, Mississippi on land designated as follows:

Commencing at the intersection of the South line of Old Spanish Trail Road and the East line of Turner St., City of Bay St. Louis, MS; thence S 4° 56' W along the East line of Turner St., a distance of 106.38 ft. to the POINT OF BEGINNING; thence N 57° 30' E a distance of 264.46 ft. to a point; thence S 4° 56' W a distance of 43.93 ft. to a point; thence S 30° 47' W a distance of 45.08 ft. to a point; thence S 21° 22' E a distance of 44.36 ft. to a point; thence S 4° 56' W a distance of 170.0 ft. to a point; thence S 68° 02' 48" W a distance of 235.45 ft. to a point on the extension of the East line of Turner St.; thence N 4° 56' E along the East line of the extension of Turner St. a distance of 240.0 ft. to the point of beginning. Said property being located in the Mary Parish Claim, Section 35, Township 8 South, Range 14 West, if regularly surveyed.

- (2) A tract of land in the City of Biloxi, First Judicial District, Harrison County, Mississippi, being the site for a substation, described as:

Lots 1, 2, 3, 4 and 6 of Block 20, BEAUVOIR TRUCK FARMS, a subdivision located in the City of Biloxi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk, Harrison County, MS together with all rights thereunto appertaining.

- (3) The substation located near the Town of Decatur, Newton County, Mississippi on two adjoining tracts of land described as follows:

Begin at the intersection of the East line of the NW ¼ of the SW ¼ of Section 20, Township 7 North, Range 12 East, Newton County, Mississippi with the North line of Decatur-Blounts Road, and run thence North 210 feet; thence South 88° 00' West, 30 feet; thence South 210 feet to the North right-of-way line of the said road; thence North 88° 00' East, 30 feet along said right-of-way line to the point of beginning. The herein described property is situated in the NW ¼ of the SW ¼ of the said Section 20 and contains 0.14 acre, more or less.

Start at the intersection of the East line of the NW ¼ of the SW ¼ of Section 20, Township 7 North, Range 12 East, Newton County, Mississippi, with the North line of the Decatur-Blounts Road, and run thence South 88° 00' West, 30 feet along the said right-of-way line to the

point of beginning: Thence North 210 feet; thence South 88° 00' West, 100 feet; thence South 210 feet to the said right-of-way line; thence North 88° 00' East, 100 feet along the said right-of-way line to the point of beginning. The herein described property is situated in the NW ¼ of the SW ¼ of the said Section 20 and contains 0.48 acre, more or less, Newton County, Mississippi.

III

OTHER REAL PROPERTY

(1) The following tracts of land in Jackson County, Mississippi to accommodate the 500 kV electric transmission line:

Beginning at a point 469 feet north of the southeast corner of the Northwest Quarter (NW ¼) of Section 4, Township 6 South, Range 7 West, run thence North along the East line of said quarter section 208 feet; thence west 369 feet; thence south 208 feet; thence east 369 feet to the point of beginning; EXCEPT all oil, gas and other minerals in, on or under said premises owned by other parties.

Lot 1: Commencing at the SW corner of the NE ¼ of Section 4, Township 6 South, Range 8 West, Jackson County, Mississippi and run thence South 0°-35' W a distance of 19.8 feet to a point, thence run East a distance of 29.5 feet to the East margin of John Smith Road and the POINT OF BEGINNING of the herein described parcel. From said POINT OF BEGINNING, run thence North 0°-35' East along the East line of John Smith Road a distance of 338.0 feet to a point, thence run East a distance of 1287.4 feet to a point, thence run South a distance of 338.0 feet to the South line of the NE ¼, thence run West along said line 1290.4 feet to the POINT OF BEGINNING.

Lot 2: Commencing at the SW corner of the NE ¼ of Section 4, Township 6 South, Range 8 West, Jackson County, Mississippi and run thence South 0°-35' West a distance of 19.8 feet to a point, thence run East a distance of 29.5 feet to the East margin of John Smith Road, thence run North 0°-35' East along the East margin of John Smith Road a distance of 338.0 feet to the POINT OF BEGINNING of the herein described property. From said POINT OF BEGINNING run thence North 0°-35' East along the East margin of John Smith Road a distance of 339.0 feet to the point, thence run East a distance of 1283.6 feet to a point, thence run South a distance of 339.0 feet

to a point, thence run West a distance of 1287.4 feet to the POINT OF BEGINNING.

Commencing at the NE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 11, T6S, R6W, in Jackson County, Mississippi, and running thence West a distance of 1,065 feet to the point of beginning: Thence South a distance of 160.5 feet, more or less, to the North margin of an unnamed road; thence South 87° West a distance of 149.5 feet to the East and North margin of New State Highway 63; thence North along the East and North margin of New State Highway 63 a distance of 188 feet, more or less, to a point which is West of the Point of Beginning; thence East a distance of 234 feet, more or less, to the Point of Beginning, LESS AND EXCEPT that part sold to Mississippi State Highway Department as recorded in Deed Book 649, Page 15, Land Records of Jackson County, Mississippi.

(2) The following tracts of land in Harrison County, Mississippi, First Judicial District, to accommodate the 500 kV electric transmission line:

Beginning at a concrete monument marking the Southwest corner of the SW- $\frac{1}{4}$ of NW- $\frac{1}{4}$, Section 6, Township 6 South, Range 9 West, First Judicial District, Harrison County, Mississippi, and from said point run North $00^{\circ} 03'$ West a distance of 310 feet to the property of Canter, run thence South $83^{\circ} 39'$ East a distance of 332.07 feet to the property of Poole, run thence South $00^{\circ} 03'$ East a distance of 273 feet to the South line of the said SW- $\frac{1}{4}$ of the NW- $\frac{1}{4}$, and from said point run West along the South line of the said SW- $\frac{1}{4}$ of NW- $\frac{1}{4}$ to the point of beginning, said property containing 2.2 acres.

and

The N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 5 South, Range 13 West.

(3) The following tracts of land in Hancock County, Mississippi to accommodate the 500 kV electric transmission line:

The NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 20, Township 5 South, Range 15 West, Hancock County, Mississippi; and ALSO

That part of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 20, Township 5 South, Range 15 West, described as Beginning at the Northwest corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, said Section 20, thence run South 660 feet, thence run East 125 feet to the center of a blacktop road, thence in a Northeasterly

direction along the center of said road 690 feet, more or less, to the North line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$, thence run West 338 feet to the point of beginning; containing 3.5 acres more or less, and being part of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 20, Township 5 South, Range 15 West, Hancock County, Mississippi.

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$), Section 20, Township 5 South, Range 15 West, Hancock County, Mississippi.

ALSO: Beginning at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 20, Township 5 South, Range 15 West, Hancock County, Mississippi, thence East 10.95 chains; thence North 4 degrees West 27.75 chains; thence North 65 degrees West 9.85 chains; thence South 31.80 chains to the place of beginning, containing 29.25 acres, more or less, and being a part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 20, Township 5 South, Range 15 West, Hancock County, Mississippi.

ALSO: Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 20, Township 5 South, Range 15 West, Hancock County, Mississippi; thence East along Forty line 10.95 chains to the place of beginning of the land described herein; thence East along Forty line 1600 feet, more or less, to the West margin of Leetown-Anner Road; thence North along the West margin of said Road 20 feet; thence West parallel to the Forty line 1610 feet to a point North 4 degrees West 20.5 feet to the place of beginning; thence South 4 degrees East 20.5 feet to the place of beginning, containing .73 acres, more or less, and being a part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 20, Township 5 South, Range 15 West, Hancock County, Mississippi.

(4) The following tracts of land in Pearl River County, Mississippi to accommodate the 500 kV electric transmission line:

Commencing at the SW corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 23, Township 5 South, Range 17 West, and run North 660 feet for point of beginning, said point being in the Burgetown and Ozona public road as now laid out and maintained, thence East 7.93 chains; thence North 6.34 chains; thence West 7.93 chains; thence South along said road 6.34 chains to place of beginning, containing 5 acres more or less and being a part of

the North one-half of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 23, Township 5 South, Range 17 West, situated in Pearl River County, Mississippi.

PARCEL ONE

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 24, Township 5 South, Range 16 West, Pearl River County, Mississippi.

Together with the following perpetual non-exclusive right of way easement on, over and across the below described real property for purposes of ingress and egress; Beginning at the Northwest corner of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 24, Township 5 South, Range 16 West, Pearl River County, Mississippi; thence run West 200 feet to a point; thence run North 48 degrees 30 minutes West 644 feet along the South or west line of Harry Stockstill 20 acres; thence run West 208.6 feet to the East line of a private road way leading in to Joe R. Lee place; thence run South easterly along said public road way 20 feet to a point; thence run East paralleling North line 208.6 feet more or less to a point; thence run South 48 degrees 30 minutes East paralleling West line of Harry Stockstill property 644 feet more or less to a point; thence run East 200 feet more or less to the West line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 24, Township 5 South, Range 16 West; thence run North 20 feet more or less to the point of beginning, said description being a right of way for a road.

PARCEL TWO

Beginning at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 24, Township 5 South, Range 16 West, Pearl River County, Mississippi; thence South 89 degrees 48 minutes East 935.14 feet; thence North 840 feet; thence South 89 degrees 48 minutes East 316.81 feet to the West margin of a blacktop road; thence North 13 degrees 48 minutes West 51.53 feet along the West margin of said road; thence North 89 degrees 48 minutes West 499.93 feet; thence North 26.79 feet; thence North 89 degrees 48 minutes West 733.37 feet; thence South 00 degrees 23 minutes 49 seconds West 916.79 feet, more or less, to the place of beginning, this parcel containing 19.85 acres, more or less, and being a part of the Southwest quarter of the Northeast quarter of Section 24, Township 5 South, Range 16 West, Pearl River County, Mississippi.

Beginning at the Southeast Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 15, Township 5 South, Range 18 West; thence North 16 Chains and 42 Links, thence West 40 chains, thence South 16 chains and 42 links, thence East 40 chains to the place of beginning, containing 66 acres, more or less, and

being a part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 15, Township 5 South, of Range 18 West.

LESS AND EXCEPT:

Beginning at a point 600 feet West of the Southeast corner of the Southwest quarter of the Southeast quarter, Section 15, Township 5 South, Range 18 West, thence run North 400 feet to a corner, thence run West 485 feet to the East right of way of a pipe line, thence run South 22 degrees West 35 feet to the North or East margin of the Industrial and Cybur public road, thence run in a Southeasterly direction along the North or East margin of said public road 430 feet more or less, to the intersection of the South line of said Section 15, said Township and Range, thence run East 310 feet to the point of beginning, containing 3.5 acres more or less, and being a part of the Southwest quarter of the Southeast quarter, Section 15, Township 5 South, Range 18 West, Pearl River County, MS.

LESS AND EXCEPT:

Commencing at the Southeast Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 15, Township 5 South, Range 18 West, thence run West 974 feet to the point of beginning, at a point on the east right-of-way line of the Industrial Cybur county road where the south line of Section 15, Township 5 South, Range 18 West, crosses said road; thence run West along said Section line 580 feet; thence run North 13° 40' West 390 feet; thence run North 21° 55' East 150 feet; thence run North 66° 40' East 375 feet more or less to the West right-of-way of Industrial Cybur county road; thence run Southeasterly and parallel to said county road right-of-way 724 feet more or less to the point of beginning, containing 6.0 acres more or less and being situated in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 15, Township 5 South, Range 18 West, in Pearl River County, Mississippi.

(5) A tract of land situated in the City of Gulfport, Harrison County, First Judicial District, Mississippi described as Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 200 of Original Gulfport as per official map or plat thereof now on file and of record in the office of the Chancery Clerk, First Judicial District, Harrison County, Mississippi.

(6) Two tracts of land situated in the City of Gulfport, First Judicial District, Harrison County, Mississippi on which is situated an office building historically known as the Gulf and Ship Island Railroad Office Building, described as:

Part of Block 190 and Part of 26th Avenue (now closed), according to the original map of the City of Gulfport, Mississippi, and more particularly

described as follows, to-wit: Beginning at the Northwest corner of Lot One (1), Block 190, of Original Gulfport, Mississippi, and running thence East along the North boundary line of said Block 190 a distance of 46.8 feet for a place of beginning, of the property herein conveyed. From said place of beginning, run thence East along the North boundary line of said Block 190 a distance of 131.55 feet to the property heretofore conveyed to Robert C. Finkelstein by Joe Graham Post # 119, American Legion, a corporation, on June 13, 1950, as shown by Deed Book 332, Pages 423-427 in the office of the Chancery Clerk of Harrison County, Mississippi; run thence South along the boundary line of said Finkelstein property a distance of 60.2 feet to a point which would be the Southeast corner of the former American Legion Office Building if same were extended; run thence West along the foundation line of said building a distance of 131.2 feet to the Southwest corner of the same building; run thence North along the foundation of said office building, as aforesaid; a distance of 60.2 feet to the North boundary line of said Block 190 of Original Gulfport or the place of beginning, together with all rights thereunto appertaining and subject to any valid easements of record.

There is included in the grant of this conveyance all rights and easements thereunto appertaining including an overhang easement to the east side of the hereinconveyed real property and also easement rights southward to a parking lot of Fielding and others.

Said parcel of land being bounded on the North by the south margin of Thirteenth Street, on the East by property now or formerly owned by Robert Finkelstein; on the South and West by the property formerly of American Legion and now owned by Newman and Lott.

Said parcel of land being a part of the property sold to Joe Graham Post # 119, American Legion, a corporation, by Illinois Central Railroad Company on June 26, 1946, as shown by deed recorded in Deed Book 291, pages 435-436, Deed Records in the Office of the Chancery Clerk of Harrison County, Mississippi.

ALSO: That certain easement reserved by Joe Graham Post #119, American Legion, a corporation, in the deed from said grantor to Robert C. Finkelstein as per deed recorded in Deed Book 332, pages 423-427 Deed Records of Harrison County, Mississippi. Said easement being a permanent easement over and above the property conveyed to said Finkelstein for any overhang or encroachment that existed as part of the then existing American Legion Office Building.

An easement over and above the property of the seller herein, reserved in the deed from said American Legion Post to Commercial Properties, Incorporated in the record of deeds Book 402, pages 24-31 of the deed records of Harrison County, Mississippi, for any presently existing overhang or encroachment that now exists as a part of the presently existing office building.

The full and free right and liberty for the buyers herein, their tenants, servants, visitors, licensees, assigns or successors; in common with all others having the like right, at all times hereinafter, to use as a walkway, with or without carts, or other smaller type carriages, the passageway or walkway lying to the West and South of the property first above described. It is intended to convey only such an easement as above described and the said passageway shall not be used as a storage place for any purpose whatsoever, nor shall said passageway be used as a place for the collection of garbage or refuse.

The said passage-way being more fully described as their certain passage-way lying west of the property hereinabove first described and being between the former American Legion Office Building, and the American Legion Theatre Building and measuring 6 feet by 68.2 feet, more or less, and also that certain passage lying south of the first above described property and being between the former American Legion Office Building and the American Legion Theatre Building; and measuring 8 feet by 131.2 feet, more or less; and also that certain passage-way lying South of the property above described and being between the property sold to Robert C. Finkelstein and the East end of the former or present American Legion Theatre Building.

Part of Block 190 and Part of 26th Avenue (now closed), according to the original map of the City of Gulfport, Mississippi, and more particularly described as follows, to-wit: Beginning at Northwest corner of Lot One (1) in said Block One Hundred Ninety (190) and run thence east along the South line of Thirteenth Street, One Hundred Eighty-Seven and Six Tenths (187.6) feet to a point in said Twenty Sixth Avenue (now closed) that is Thirty-Six and Seventy-Five Hundredths (36.75) feet west of the Northwest corner of Lot Twenty-Six (26) in Block One Hundred Eighty-Nine (189), Original Gulfport; Thence South at right angles to said South line of Thirteenth Street, One Hundred Forty-Two (142) feet; Thence at right angles West on a line parallel with said South line of Thirteenth Street, One Hundred Forty-Three and Fifty-Five Hundredths (143.55) feet to the West line of Lot Six (6), in said Block One Hundred

Ninety (190), and thence in a Northwesterly direction along the westerly line of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in said Block, to the point of beginning, the said lands herein described being Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in said Block One Hundred Ninety (190) and part of said Twenty-Sixty Avenue (now closed) containing an area of Twenty-Three Thousand Five Hundred Twelve (23,512) square feet, more or less together with all buildings and improvements located on the said land. LESS AND EXCEPT: part of Block 190 and part of 26th Avenue (now closed), according to the original map of the City of Gulfport, Mississippi, and more particularly described as follows, to-wit: Beginning at the Northwest corner of Lot 1, Block 190 of Original Gulfport, Mississippi, and running thence East along North boundary line of said Block 190 a distance of 46.8 feet for a place of beginning of the property herein conveyed. From said place of beginning run thence East along the North boundary line of said Block 190 a distance of 131.55 feet to the property heretofore conveyed to Robert C. Finkelstein by Joe Graham Post 119 American Legion on June 13, 1950, as shown by Deed Book 332, pages 423-427 in the office of the Chancery Clerk of Harrison County, Mississippi; run thence South along the boundary line of said Finkelstein property a distance of 60.2 feet to a point which would be the Southeast corner of the American Legion Office Building if same were extended; run thence West along the foundation line of said American Legion Office Building (said foundation line being the line as shown on map) a distance of 131.2 feet to the Southwest corner of the same American Legion Office Building; run thence North along the foundation line of said office building, as aforesaid a distance of 60.2 feet to the North boundary line of said Block 190 of Original Gulfport or the place of beginning. Said parcel of land being bounded on the North by the North margin of Block 190 or Original Gulfport, Mississippi; on the East by property now or formerly owned by Robert C. Finkelstein; on the South by property of Joe Graham Post 119 American Legion, Inc., and on the West by property of Joe Graham Post 119, American Legion, Inc.

Said parcel of land being a part of the property sold to Joe Graham Post 119 American Legion, Inc. by Illinois Central Railroad Company on June 26, 1946, as shown by deed recorded in Deed Book 291 Pages 435-436 in the Deed of records in the office of the Chancery Clerk of Harrison County, Mississippi.

LESS AND EXCEPT: That certain lot of land described as beginning at a point in the south margin of Thirteenth Street in the City of Gulfport, which point is 256.75 feet west of the Northeast corner of Block 189 of Original Gulfport, as shown by the official map or plat of said Original Gulfport, on file and of record in the Chancery Clerk's office, Harrison County, Mississippi; (and which point is the Northeast corner of Lot of land conveyed by Illinois Central Railroad Company to Joe Graham Post 119 American Legion, Inc., by deed dated June 26, 1946, recorded in Deed Book 291 at pages 435-437 in Harrison County, Mississippi); and from said point of beginning run thence West along the South margin of Thirteenth Street a distance of 9.5 feet; run thence South a distance of 142.0 feet to the line of the property of Robert C. Finkelstein; run thence East along the line of the property of said Finkelstein a distance of 9.5 feet; run thence North along property of said Finkelstein a distance of 142.0 feet to point of beginning.

Said strip bounded on North by Thirteenth Street in the City of Gulfport, and on the East and South by lands now owned by Robert C. Finkelstein, and being located in a part of what would be Twenty-Sixty Avenue (now closed) in the City of Gulfport, Mississippi, lying South of Thirteenth Street, in said City. Being situated in Lot 33 of Mississippi City Company Survey in Fractional Section 9, Township 8 South, Range 11 West, in Harrison County, Mississippi.

(7) A tract of land in the City of Gulfport, Mississippi, being the site for a relay shop, described as Lots 10, 11, and 12 of Block 139, Original Gulfport, as per map or plat thereof on file and of record in the office of the Chancery Clerk, First Judicial District, Harrison County, Mississippi.

(8) A tract of land in the Town of Taylorsville, Smith County, Mississippi, being a site for the Taylorsville office building, described as:

Lots 17, 18 and 19 of Block 10 of Moore's Survey of the Town of Betah, now Taylorsville, and in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 17, Township 10 North, Range 14 West, according to the map or plat thereof recorded in Plat Book 1, Page 1 of the Chancery Clerk's Office in Smith County, Mississippi, and being more particularly described as follows:

Beginning at the intersection of the East boundary of Mississippi Highway 37 with the North boundary of Mississippi Highway 28, said point of beginning begin also the SW Corner of Block 10 of the said Moore's Survey, run thence North 00 degrees 18 minutes East and along the East boundary

of Mississippi Highway 37 120.00 feet to the South boundary of Eaton Street; run thence North 89 degrees 47 minutes East and along the South boundary of Eaton Street 101.50 feet to the NE Corner of Lot 17; run thence South 00 degrees 18 minutes West and along the East boundary of Lot 17 120.00 feet to the North boundary of Mississippi Highway 28; run thence South 89 degrees 47 minutes west and along the North boundary of Mississippi Highway 28 101.50 feet to the point of beginning; and being in the Town of Taylorsville, Smith County, Mississippi.

(9) A tract of land in the City of Lumberton, Lamar County, Mississippi, being a site for the Lumberton office building, described as:

North 110' of Lot 9, Blk 22 and the West 6' of the North 110' of Lot 8 Blk 22 of the Beard and Brandon Survey, City of Lumberton, more fully described as follows: Begin at the NW Corner of Lot 9 thence Southeasterly along the South boundary of Main Street 167' thence Southwesterly along the West boundary of 4th Street 110' thence Northwesterly along the North boundary of Ruby B. Hurlbert property 167' to the West boundary of Lot 9 thence Northeasterly along said boundary of Lot 9, 110' to point of beginning.

(10) Two tracts of land in Lamar County, Mississippi, being the site for the Lumberton microwave facilities, described as:

A part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 19, Township 1 North, Range 14 West in Lamar County, Mississippi, more particularly described as commencing at the Southeast corner of the said Southwest Quarter of the Southwest Quarter of Section 19, and run thence North along the East boundary line of the said Southwest Quarter of the Southwest Quarter of Section 19 for a distance of 103.6 feet to its intersection with the North margin line of a paved public road which runs in a Northwesterly-Southeasterly direction and to the point of beginning of the parcel hereby described: and from said point of beginning, run thence North 61° 30' West and along the North margin of said paved public road for a distance of 364.9 feet to the Easterly right-of-way line of U. S. Highway Number 11; thence run in a Northeasterly direction and along the Easterly right-of-way line of U. S. Highway Number 11 for a distance of 571.4 feet; thence run in a Southeasterly direction and along the Southerly right-of-way line of said U. S. Highway Number 11 for a distance of 20 feet; thence run in a Northeasterly direction and along the Easterly right-of-way line of U. S. Highway Number 11 for a distance of 85.7 feet to its intersection with the

East boundary line of the Southwest Quarter of the Southwest Quarter of Section 19; and thence run South and along the East boundary line of the Southwest Quarter of the Southwest Quarter of Section 19 for a distance of 746 feet to its intersection with the North line of said paved public road and to said point of beginning, comprising 2.9 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

All that part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 19, Township 1 North, Range 14 West, County of Lamar, State of Mississippi, abutting to and lying Southeast of the Eastern Margin Line of U. S. Highway No. 11 and abutting to and lying West of the Western Right-of-Way Line of the Southern Railroad; less and except that parcel lying South of a Paved Public Road which runs in a Northwest-Southeast direction; and being more particularly described as commencing at the Southwest (SW) Corner of the said Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and run North along the West Boundary Line of the said Forty for 103.6 feet to the Northern Margin Line of the said Paved Public Road to and for the Point of Beginning, thence continue running North along the West Boundary Line of the said Forty for 746.0 feet to its intersection with the Eastern Margin Line of the said U. S. Highway No. 11, thence run Northeasterly along the Eastern Margin Line of the said U. S. Highway No. 11 for 67.7 feet to its intersection with the Western Right-of-Way Line of the said Southern Railroad, thence run Southeasterly along the Western Right-of-Way Line of the said Southern Railroad for 928.5 feet to its intersection with the South Boundary Line of the said Forty, thence run West along the South Boundary Line of the said Forty for 160.0 feet to its intersection with the Eastern Margin Line of the said Paved Public Road, thence run Northwesterly along the Northern Margin Line of the said Paved Public Road for 124.8 feet to its intersection with the West Boundary Line of the said Forty, said Point being the said Point of Beginning, comprising 2.5 acres, more or less,

(11) A tract of land in the City of Moss Point, Jackson County, Mississippi, being the site for the Moss Point office, described as:

That certain tract, piece or parcel of land situated in the City of Moss Point, in Claim Section 16, Township 7 South, Range 6 West, Jackson County, Mississippi, more particularly described as follows, to-wit:

Lot 1 of the J. W. Morris Subdivision of Lot 2 of the Rhodes Tract according to W. Denny Subdivision thereof, as per plat recorded in Book 7, Page 6 of the Land Deed Records of Jackson County, Mississippi, and being described by metes and bounds as follows: Commencing at the Southwest corner of the Thomas Rhodes Tract and run south 61° East 232 feet to the Point of Beginning on the East margin of Morris Street; from said Point of Beginning run thence North 29° East 188 feet along the East margin of Morris Street to the intersection with the South margin of Welch Street; thence run South 61° East 86 feet along the South margin of Welch Street; thence South 29° West 188 feet; thence North 61° West 86 feet to the Point of Beginning. Being the same land conveyed to Dale Friday Horn by Deed dated February 12, 1979, and recorded in Book 639, Page 590, Land Deed Records of Jackson County, Mississippi.

(12) A tract of land in the City of Ocean Springs, Jackson County, Mississippi, being the site for the Ocean Springs Office, described as:

Beginning at a point on the West margin of Church Street, which point is 50 feet South of the center line of the L & N Railroad Company main track, from said point of beginning, run thence South 2 degrees West along the West margin of Church Street, a distance of 109.5 feet, run thence West 161 feet, run thence North 1 degree East 92 feet to the point 50 feet South of the center line of said L & N Railroad Company main track, run thence North 86 degrees East a distance of 164 feet to the point of beginning. Said property being situated in Section 19, Township 7 South, Range 8 West, Jackson County, Mississippi.

(13-A) Three tracts of land in the City of Pascagoula, Jackson County, Mississippi, being the site for the Pascagoula Service Center, described as:

Parcel 1

That certain lot, piece or parcel of land lying and being situated within the corporate limits of the City of Pascagoula in the Mary L. Dupont Claim Section 1, Township 8 South, Range 6 West, Jackson County, Mississippi, more particularly described as follows, to-wit:

Starting at the intersection of the North margin of the right-of-way of U. S. Highway 90 with the East margin of the right-of-way of North 14th Street; thence North 1° East along the East margin of North 14th Street a distance of 801 feet; thence North $10^{\circ} 40'$ West along the East margin of North 14th Street a distance of 851 feet to the Point of Beginning; thence continue North $10^{\circ} 40'$ West along the East margin of North 14th Street

a distance of 195 feet; thence North 75° 39' East a distance of 320.8 feet; thence North 1° 16' West a distance of 170 feet; thence South 89° 55' West a distance of 99.5 feet; thence North 1° 33' West a distance of 159 feet to the Southeast margin of the right-of-way of Telephone Road; thence North 56° 58' East along the chord of two curves, one left and one right, in the right-of-way of Telephone Road a chord distance of 372.9 feet; thence South 25° 05' East a distance of 40.2 feet; thence North 71° 30' East a distance of 80.5 feet to the West margin of Amonette Street; thence South 6° 30' East a distance of 803 feet along the West margin of Amonette Street; thence North 89° 30' West a distance of 666 feet to the Point of Beginning, less any recorded or physically existing easement for public utilities, drainage, or street purposes and except any oil, gas, or mineral interests reserved by prior grantors, if any.

That certain parcel of land in the City of Pascagoula, in Claim Section 1, Township 8 South, Range 6 West, Jackson County, Mississippi, more particularly described as follows, to-wit:

Commencing at the intersection of the North margin of the Right-of-Way of U.S. Highway 90 with the East margin of the Right-of-Way of North 14th Street; thence North 01° East along the East margin of 14th Street 801.00 feet; thence North 10° 40' West along the East margin of 14th Street 1,045.74 feet to the Southwest corner of the property conveyed to William L. Hysell and Wauneta D. Hysell by Mrs. Roxana Wooters Crawford by Deed dated April 30, 1960, and recorded in Book 197, Pages 496-497, Land Deed Records of Jackson County, Mississippi; thence North 75° 32' 02" East 100.00 feet along the South side of said Hysell property to the Point of Beginning; thence continue North 75° 32' 02" East 220.00 feet; thence North 0° 42' 31" West 100.00 feet; thence South 75° 32' 02" West 237.33 feet; thence South 10° 40' East 97.35 feet to the Point of Beginning; being the same property conveyed to William L. Hysell and wife by Deed recorded in Book 197, Pages 496-497, Land Deed Records of Jackson, County, Mississippi; less and except the Western 100 feet thereof that fronts on the East side of 14th Street.

That certain parcel of land situated in the City of Pascagoula in Claim Section 1, Township 8 South, Range 6 West, Jackson County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the intersection of the North margin of the Right-of-Way of U.S. Highway 90 with the East margin of the Right-of-Way of North 14th Street and run thence North 01° East along the East margin of 14th Street 801.00 feet; thence North 10° 40' West along the East margin of 14th Street 1,045.74 feet to the Southwest corner of the property conveyed

to William L. Hysell and wife, by Mrs. Roxana Wooters Crawford by Deed dated April 30, 1960 and recorded in Book 197, Page 496, Land Deed Records of Jackson County, Mississippi; thence North 75°32'02" East 320 feet along the South line of said Hysell property; thence North 0°42'31" West along the East line of said Hysell property 100.00 feet to the Point of Beginning; thence North 0°42'31" West 70.00 feet; thence North 89°47' West 99.00 feet; thence South 0°42'31" East 93.40 feet to the North line of said Hysell property; thence North 75°32'02" East 101.89 feet along the North line of said Hysell property to the Point of Beginning; being all that part of the land conveyed to Otto Karl Wiesenbury and Denise H. Wiesenbury by Clarence G. Hines and wife, by Deed dated December 6, 1961, and recorded in Book 217, Page 548, Land Deed Records of Jackson County, Mississippi, that is now owned by Otto Karl Wiesenburg.

(13-B) Three tracts of surplus land in Jackson County, Mississippi acquired from the City of Pascagoula as part of the transaction by which a site for the Pascagoula Service Center was acquired, described as:

Parcel 2

Lots Two (2), Three (3), Six (6), Seven (7), and the South Half (S ½) of Lot Nine (9), Block 3, Moore Tract, as per plat thereof recorded in Book 1, Page 8, Record of Official Plats of Jackson County, Mississippi, in the office of the Chancery Clerk of Jackson County, Mississippi, to which specific reference is here made in aid of and as a part of this description.

Parcel 3

That certain real property described as "First Tract" in deed from Mutual Oil Company, a Mississippi corporation, to Standard Oil Company, a Kentucky corporation, dated January 21, 1931, and recorded in Deed book 64, Pages 97-101, in the Office of the Clerk of the Chancery Court of Jackson County, Mississippi, said "First Tract" being more particularly described in said deed as follows:

"That certain tract, piece of parcel of land situated in the City of Pascagoula, Jackson County, Mississippi, and in the Valentine Delmas Private Claim No. 5, bounded by a line running as follows, to-wit: Beginning at the intersection of Krebs Avenue with Cedar Street and running thence westerly 210 feet along Krebs Avenue to property belonging to Farnsworth, thence running southerly along Farnsworth line 150 feet to the Louisville and Nashville Railroad Company's property, and thence running easterly along said Louisville and Nashville Railroad

Company's property a distance of 210 feet to Cedar Street, and thence northerly along said Cedar Street to the place of beginning, being in Township 8 South, Range 6 West."

Parcel 4A

(Parcels 4A, 4B, 4C and 4D form a single unit of property)

The North half (N ½) of Lot 13 of the W. E. Frederic Estate Subdivision, as per plat thereof of record at Plat Book 1, Page 67, of the Records of Plats of Jackson County, Mississippi, having a frontage of 29 feet on Magnolia Street (formerly Kerr Street) with a depth of 67 feet on railroad right-of-way, said property being more particularly described as bounded by a line running as follows:

Commencing at the Northeast corner of said Lot 13 of the W. E. Frederic Estate Subdivision, as per plat thereof recorded at Plat Book 1, Page 67, of the Records of Plats on file with the Chancery Clerk of Jackson County, Mississippi, and running thence South on Magnolia Street (formerly Kerr Street) a distance of 29 feet, thence West parallel with the South boundary of the said lot a distance of 67 feet to the west boundary of the said Lot 13, thence North along said West boundary 29 feet to the Railroad right-of-way being the North line of said Lot 13, thence East 67 feet to the point of beginning; being that property described in that certain deed from C. A. Carrier to Fannie Kihyet, dated October 14, 1930, recorded at Jackson County, Mississippi, Land Deed book 64, Page 80.

AND

The North seven feet, six inches (7 ft. 6 in.) of the South Half of Lot Thirteen (13) of the W. E. Frederic Estate Subdivision of the City of Pascagoula, as per plat thereof appearing of record at Page 67, Plat Book No. 1, of the Record of Plats of Jackson County, Mississippi, said strip fronting 7 ft. 6 in. on the west side of Magnolia Street (formerly Kerr Street), of said City, and running west with such width, the full depth of said Lot 13, and being adjacent to and immediately south of that part of said Lot 13 conveyed by C. A. Carrier to Fannie Kihyet on October 14, 1930, by deed recorded at Jackson County, Mississippi, Land Deed Book 64, Page 80.

Parcel 4B

Lots 12, 14 and the South 31 feet of the East 18.1 feet of Lot 16 of the W. E. Frederic Estate Subdivision in the City of Pascagoula, Jackson

County, Mississippi, as per plat thereof recorded in Plat Book 1, Page 67, Records of Plats of Jackson County, Mississippi.

Parcel 4C

The South 21.5 feet of Lot 13 of the W. E. Frederic Subdivision shown in Plat Book 1, Page 67 Jackson County, Mississippi, and located in Claim Section 5, Township 8 South, Range 6 West and more specifically described as follows:

Commencing where the West margin of Magnolia Street (formerly Kerr Street) intersects the center line of the main line of the L & N Railroad; thence South 12 deg. 30 min. West a distance of 80 feet to the South right-of-way of the L & N Railroad and the Northeast corner of Lot 13 of the W. E. Frederic Subdivision; thence continue South 12 deg. 30 min. West a distance of 58 feet to the Southeast corner of said lot and POINT OF BEGINNING; thence North 77 deg. 30 min. West a distance of 67 feet to the Southwest corner of said lot; thence North 12 deg. 30 min. East a distance of 21.1 feet; thence South 77 deg. 50 min. East a distance of 67 feet to the West margin of Magnolia Street; thence South 12 deg. 30 min. West along the West margin of Magnolia Street a distance of 21.5 feet to the POINT OF BEGINNING.

Parcel 4D

The East 27.5 feet of Lot 16 of the W. E. Frederick Estate Subdivision as per plat thereof recorded in Plat Book 1, Page 67, Record of Official Plats on file in the Office of the Chancery Clerk of Jackson County, Mississippi, LESS AND EXCEPT the South 31 feet of the East 18.1 feet of said Lot 16.

Prior grantors in the deed recorded at Jackson County, Mississippi, Deed Book 373, Page 161, reserved unto themselves and their successors and assigns a perpetual easement over and across the West 9.4 feet of the above described real property for the purpose of ingress and egress to and from the West 40 feet of said Lot 16.

(14) A tract of land in the City of Laurel, Second Judicial District, Jones County, Mississippi, being the site for the Laurel Service Center, described as:

Commence at the Northeast Corner of Section 14, Township 8 North, Range 12 West, and run South 2926.76 feet and West 2638.47 feet to the POINT OF BEGINNING; thence run South 00 degrees 08 minutes West 580.80 feet, thence South 76 degrees 36 minutes West 88.75 feet, thence

South 61 degrees 32 minutes West 281.40 feet, thence South 57 degrees 11 minutes West 159.70 feet, thence North 00 degrees 05 minutes 31 seconds East 822.10 feet, thence East 467.95 feet to the POINT OF BEGINNING, containing 7.3636 acres more or less in the NE¼ of the SW¼ and the NW¼ of the SE¼ of Section 14, Township 8 North, Range 12 West, Second Judicial District, Jones County, Mississippi.

(15) A tract of Land in Lauderdale County, Mississippi, being the site for the Meridian Service Center, described as:

Beginning at the most Westerly corner of Lot 23, Meridale Gardens Subdivision, Lauderdale County, Mississippi, run thence North 33 degrees 18 minutes East 800.0 feet in the Easterly right of way line of U. S. Highway No. 45, thence South 58 degrees 28 minutes East 832.5 feet to the Westerly right of way line of the G. M. & O. Railroad, thence Northeasterly 135 feet, more or less, in the Westerly right of way line of said G. M. & O. Railroad to the centerline of an open drainage ditch, thence Southeasterly in the centerline of said ditch to the centerline of Sowashee Creek, thence in a Southerly direction in the meandering centerline of said Sowashee Creek to the Southeast corner of Lot 1 of said Meridale Gardens Subdivision, thence North 85 degrees 00 minutes West in the South line of said Lot 1 and said Lot line extended, to the Westerly right of way line of the G. M. & O. Railroad, thence Northeasterly 479.26 feet in said Railroad right of way line, thence North 63 degrees 17 minutes West 885.0 feet to the point of beginning. LESS AND EXCEPT: The right of way of the G. M. & O. Railroad. Being all of Lots 6, 7, 24, 25, 26, 27, 28, 29 and a part of Lots 1, 5, 8, 23 and 30 of said Meridale Gardens Subdivision and a part of a closed road known as Center Drive and a part of a closed road which has no name, all in Lauderdale County, Mississippi.

(16) A tract of land in the City of Meridian, Lauderdale County, Mississippi, being the site for the Meridian Division office, described as:

All of Block 41 of and according to Ragsdale's Survey of the City of Meridian, Lauderdale County, Mississippi, being a square or block of land in the said City of Meridian described as bounded north by 11th Street, east by 24th Avenue, south by 10th Street and west by 25th Avenue; together with the improvements thereon and the appurtenances thereunto belonging.

(17) A tract of land in Lauderdale County, Mississippi, being the site for the Meridian microwave facilities, described as:

Beginning at the Northeast corner of Section 32, Township 6 North, Range 16 East, Lauderdale County, Mississippi; thence from said point of beginning run South along the East line of said forty a distance of 234.13 feet to a point on the Northernmost right-of-way line of U.S. Hwy. No. 45; thence run South 65 degrees 47 minutes West along said line a distance of 28.33 feet to a point 325.0 feet from and perpendicular to the centerline of said Hwy. 45 opposite Station 265+00; thence from said point run North 60 degrees 46 minutes West along said right-of-way a distance of 360.55 feet to a point that is 625.0 feet from and perpendicular to the centerline of said Hwy. 45 opposite Station 263+00; thence run South 76 degrees 58 minutes West along said right-of-way a distance of 206.2 feet; thence run South 59 degrees 33 minutes West along said right-of-way a distance of 915.77 feet to a point on the West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 6 North, Range 16 East; thence run North 0 degrees 25 minutes East along said line a distance of 580.29 feet to the Northwest corner of said forty; thence run East along the North line of said Section 32 a distance of 1,326.6 feet to the point of beginning, being a part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 6 North, Range 16 East, Lauderdale County, Mississippi, the same being all of the property that the grantor owns in said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 6 North, Range 16 East.

(18) A tract of land in Forrest County, Mississippi, being the site for the North Division Office (Hattiesburg), described as:

A part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 32, Township 5 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows: Commence at the point of intersection of the East boundary of the Southwest Quarter of the Southwest Quarter of said Section 32 and the Northerly Right-of-Way line of U. S. Highway No. 49 business route, and then run North along the said Easterly boundary of the Southwest Quarter of the Southwest Quarter of Section 32 for a distance of 600 feet; thence run West for a distance of 760.9 feet to Point of Beginning; thence run West 232.6 feet to a point 333.1 feet due East of the West line of the Southwest Quarter of said Section 32; thence run South 547.2 feet more or less to the Northerly Right-of-Way line of U. S. Highway No. 49 business route; thence run a distance of 234.27 feet, more or less, in a Southeasterly and Easterly direction on a curve whose chord's bearing is S 83° 09' East and whose chord's distance is

234.27 feet, along said Northerly Right-of-Way line of U. S. Highway No. 49 business route, thence run North 575.14 feet to Point of Beginning, said parcel comprising 3.00 acres of land.

(19) A tract of land in the City of Bay St. Louis, Hancock County, Mississippi, being the site for the Bay St. Louis office and service center, described as:

A 2.25 acre, more or less, parcel of land being a portion of Lots 58, 59, 60 and 61 of ULMAN'S Subdivision and a portion of Lots 279, 280, 281 and 282 of the First Ward of the City of Bay St. Louis; Section 29, T 8 S, R 13 W, Hancock County, Mississippi, as shown hereon and described more particularly as follows:

Commencing at the intersection of the North line of Old U. S. Highway 90 and the West line of Dunbar Avenue, being the POINT OF BEGINNING; thence N 8 degrees 17' 06" E along the West line of Dunbar Avenue a distance of 260.84 feet to a point; thence N 72 degrees 03' 25" W a distance of 31.95 feet to a point; thence N 80 degrees 43' 36" W a distance of 100.40 feet to a point; thence N 1 degrees 37' 36" W a distance of 129.75 feet to a point on the South line of U.S. Highway 90 being the point of curvature of a curve to the left with a radius of 7708.11 feet and central angle of 1 degree 48' 32"; thence along the arc of said curve a distance of 243.35 feet to the point of tangency; thence S 14 degrees 32' E a distance of 300.40 feet to a point on the North line of old Highway 90 being a point of curvature of a curve to the right with a radius of 2924.43 feet and a central angle of 5 degrees 13' 46"; thence along the arc of said curve a distance of 266.91 feet to the point of tangency and point of beginning.

(20) A tract of land in Lamar County, Mississippi, being the site for the Hattiesburg microwave facilities, described as:

A part of the Northeast Quarter (NE ¼) of Section 36, and a part of the Southeast Quarter (SE ¼) of Section 25, all in T-4-N, R-14-W, County of Lamar, State of Mississippi, and being more particularly described as commencing at the Southeast (SE) corner of said Section 25 and thence run West along the South line of Section 25 for 1154.6 feet to the centerline of a Mississippi Power Company transmission line easement, thence run NO° 53'E along the centerline of said transmission line easement for 100 feet, more or less, to the intersection with the South Margin Line of a public road (also known as the Sullivan-Kilrain Road, also sometimes known as the old Hattiesburg and Richburg Public Road), and to and for the Point

of Beginning, thence run Southeasterly along the South Margin Line of the said public road (also known as the Sullivan-Kilrain Road, also sometimes known as the old Hattiesburg and Richburg Public Road) for 80.15 feet to its intersection with the East Boundary Line of the said Mississippi Power Company transmission line easement, thence run $S00^{\circ}53'W$ along the East Boundary Line of the said Mississippi Power Company transmission line easement for 200.0 feet, thence run $S59^{\circ}07'E$ for 400.0 feet, thence run $S60^{\circ}53'W$ for 400.0 feet to its intersection with the East Boundary Line of the said Mississippi Power Company transmission line easement, thence run $N89^{\circ}07'W$ for 150.0 feet to its intersection with the West Boundary Line of the said Mississippi Power Company transmission line easement, thence run $N00^{\circ}53'E$ along the West Boundary Line of the said Mississippi Power Company transmission line easement for 659.4 feet to its intersection with the South Margin Line of the said public road (also known as the Sullivan-Kilrain Road, also sometimes known as the old Hattiesburg and Richburg Public Road), thence run Southeasterly along the South Margin Line of the said public road (also known as the Sullivan-Kilrain Road, also sometimes known as the old Hattiesburg and Richburg Public Road) for 80.15 feet to its intersection with the center line of the said Mississippi Power Company transmission line easement; said Point being the said Point of Beginning comprising 3.76 acres, more or less.

(21) A tract of land in the City of Pass Christian, First Judicial District, Harrison County, Mississippi, described as:

PARCEL I.

That certain lot or parcel of land described as beginning at a point where the west margin of Davis Avenue intersects the north margin of East Second Street and from said point proceed in a Northerly direction along the west margin of Davis Avenue a distance of 125', more or less, to the southeast corner of the property of Mississippi Power Company, thence westerly along the South margin of Parcel II a distance of 71', more or less, to the further property of Mississippi Power Company, thence southerly along the east line of the property of Mississippi Power Company a distance of 125' feet, more or less, to the north margin of East Second Street, thence easterly along the north margin of East Second Street a distance of 71' more or less to the point of beginning. Said land is described as bounded south by East Second Street, east by Davis Avenue, north and west by Mississippi Power Company.

PARCEL II.

That certain lot or parcel of land having a frontage of 82 feet, more or less, on Davis Avenue and extending westerly between parallel lines a distance of 71' more or less and being bounded on the south by Parcel No. I hereof, on the east by Davis Avenue, and on the north and west by property of Mississippi Power Company.

(22) A tract of land in the City of Biloxi, Second Judicial District, Harrison County, Mississippi, being the site for the Biloxi/Ocean Springs District Office, described as:

A parcel of land being known as Disposition Block 21, Parcel 1, Downtown Revitalization Area, Mississippi R-30, City of Biloxi, Second Judicial District, Harrison County, Mississippi, being more particularly described as follows, to-wit:

COMMENCE at the Southwest property corner of Lot 5, Block 1, St. Paul Subdivision, As Amended, said subdivision recorded on file in the Office of the Chancery Clerk, City of Biloxi, Harrison County, Mississippi and said corner being located on the North margin of the Washington Loop, and said corner also being the POINT OF BEGINNING; thence run North 50°45'10" East along the South property line of Lot 5 for a distance of 203.48 feet to the Southeast property corner of Lot 5, said corner being located on the South margin of Washington Street; thence run Southeast-erly along the arc of a curve to the left, said curve having a central angle of 51°28'46", a radius of 122.00 feet and run along the arc of said curve for a distance of 109.62 feet to a point; thence run South 81°08'49" East along said South margin of Washington Street for a distance of 131.94 feet to the point of curvature on the arc of a curve to the right, said curve having a central angle of 79°47'30", a radius of 23.59 feet and run along the arc of said curve for a distance of 32.85 feet to a point on the West margin of Nixon Street; thence run South 01°21'19" East along said West margin for a distance of 401.38 feet to the point of curvature on the arc of a curve to the right; said curve having a central angle of 96°48'23", a radius of 20.88 feet and run along the arc of said curve for a distance of 35.27 feet to a point of compound curvature on the arc of a curve to the right along the North margin of the Washington Loop, thence run along said arc of said curve, having a central angle of 57°57'36", a radius of 285.90 feet and run along the arc of said curve for a distance of 289.22 feet to a point; thence run North 26°35'20" West along said North margin of the Washington Loop for a distance of 135.53 feet to the point of curvature

on the arc of a curve to the left, said curve having a central angle of $22^{\circ}30'50''$, a radius of 386.58 feet and run along the arc of said curve for a distance of 151.90 feet to the POINT OF BEGINNING, containing 128,869 square feet or 2.96 acres.

LESS AND EXCEPT:

A parcel of land being a part of Disposition Block 21, parcel 1, Downtown Revitalization Area, Mississippi R-30, City of Biloxi, Second Judicial District, Harrison County, Mississippi, being more particularly described as follows, to-wit: Commence at the Southwest property corner of Lot 5, Block 1, St. Paul Subdivision, as amended, said subdivision recorded in the Office of the Chancery Clerk, City of Biloxi, Harrison County, Mississippi, and said corner being located on the North margin of the Washington Loop, and said corner also being the POINT OF BEGINNING; thence run North $50^{\circ}45'10''$ East, along the South property line of said Lot 5 for a distance of 203.48 feet to a point on the South margin of Washington Street; thence run Southeasterly along the arc of a curve to the left, said curve having a central angle of $50^{\circ}22'01''$, a radius of 122.00 feet, and thence run along the arc of said curve for a distance of 107.25 feet to a point; thence run South $50^{\circ}45'10''$ West, for a distance of 227.19 feet to a point on the Washington Loop; thence run Northwesterly along the arc of a curve to the left, said curve having a central angle of $14^{\circ}52'35''$, a radius of 386.58 feet, and thence run along the arc of said curve for a distance of 100.37 feet to the POINT OF BEGINNING, containing 20,505 square feet, or 0.471 acres.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture, or the Indenture as supplemented and amended; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms of the Indenture, or the Indenture as supplemented and amended, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture, or the Indenture as supplemented and amended, conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, thereafter acquired by the Company and whether or not specifically described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed in the Indenture, or the Indenture as supplemented and amended.

SECTION 1. There is hereby created a series of bonds designated as hereinbefore set forth (said bonds being sometimes herein referred to as the "bonds of the Thirtieth Series"), and the form thereof shall be substantially as hereinbefore set forth. Bonds of the Thirtieth Series shall mature on the date specified in the form thereof hereinbefore set forth. The definitive bonds of the Thirtieth Series shall be issued only in fully registered form without coupons

in denominations of \$1,000 and any integral multiple thereof. The serial numbers of bonds of the Thirtieth Series shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval.

Bonds of the Thirtieth Series, until the principal thereof shall have become due and payable, shall bear interest at the annual rate designated in the title thereof, payable semi-annually on June 1 and December 1 in each year.

The principal of, the premium, if any, and the interest on the bonds of the Thirtieth Series shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

Bonds of the Thirtieth Series may be transferred at the corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York. Bonds of the Thirtieth Series shall be exchangeable for other bonds of the same series, in the manner and upon the conditions prescribed in the Indenture, upon the surrender of such bonds at said corporate trust office of the Trustee. However, notwithstanding the provisions of Section 2.05 of the Indenture, no charge shall be made upon any transfer or exchange of bonds of said series other than for any tax or taxes or other governmental charge required to be paid by the Company.

The person in whose name any bond of the Thirtieth Series is registered at the close of business on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date and prior to such interest payment date, except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such bond (or any bond or bonds issued, directly or after intermediate transactions, upon transfer or exchange or in substitution thereof) is registered on a subsequent record date for such payment established as hereinafter provided. A subsequent record date may be established by the Company by notice mailed to the holders of bonds not less than ten days preceding such record date, which record date shall be not less than five nor more than thirty days prior to the subsequent interest payment date. The term "record date" as used in this Section with respect to any regular interest payment date shall mean the May 15 or November 15, as the case may be, next preceding such

interest payment date, or, if such May 15 or November 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized by law to close, the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

Bonds of the Thirtieth Series shall be dated and, except as provided in this Section, shall bear interest as provided in Section 2.03 of the Indenture; provided, however, that, so long as there is no existing default in the payment of interest on such bonds, the holder of any bond authenticated by the Trustee between the record date for any interest payment date and such interest payment date shall not be entitled to the payment of the interest due on such interest payment date and shall have no claim against the Company with respect thereto; provided, further, that, if and to the extent the Company shall default in the payment of the interest due on such interest payment date, then any such bond shall bear interest from the June 1 or December 1, as the case may be, next preceding the date of such bond, to which interest has been paid or, if the Company shall be in default with respect to the interest due on December 1, 1986, then from June 1, 1986.

Any or all of the bonds of the Thirtieth Series shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together (a), if redeemed otherwise than by the operation of Section 7.07 of the Indenture or of Section 4 of the Supplemental Indenture dated as of June 1, 1964 or of Section 2 of this Supplemental Indenture or of the improvement fund provisions of any Supplemental Indenture other than this Supplemental Indenture and otherwise than by the use of proceeds of released property, with a regular redemption premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of bond hereinbefore set forth, provided, however, that none of the bonds of the Thirtieth Series shall be so redeemed prior to June 1, 1991 if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than the cost per annum appearing in the form of bond

hereinbefore set forth, and (b), if redeemed by the operation of Section 7.07 of the Indenture or of Section 4 of the Supplemental Indenture dated as of June 1, 1964 or of Section 2 of this Supplemental Indenture or of the improvement fund provisions of any Supplemental Indenture other than this Supplemental Indenture or by the use of proceeds of released property, either (i) with a special redemption premium, if any, equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of bond hereinbefore set forth or (ii), if no special redemption premium is so set forth, then without premium.

SECTION 2. The Company covenants that, so long as any bonds of the Thirtieth Series shall be outstanding under the Indenture, it will, on or before June 1 in each year commencing with June 1, 1987:

(a) deposit with the Trustee subject to the provisions of this Section cash and/or bonds of any series authenticated under the Indenture then outstanding (taken at their principal amount) in an amount equal to the "improvement fund requirement" (which term, as used in this Section, shall mean for any year an amount equal to one per centum (1%) of the aggregate principal amount of bonds of the Thirtieth Series authenticated and delivered by the Trustee pursuant to the provisions of Articles IV, V and VI of the Indenture, prior to January 1 of that year, after deducting from such aggregate principal amount the principal amount of bonds of the Thirtieth Series which, prior to January 1 of that year, have been deposited with the Trustee for cancellation as the basis for the release of property or for the withdrawal of cash representing proceeds of released property or have been purchased or redeemed by the use of proceeds of released property); or,

(b) to the extent that it does not so deposit cash and/or bonds, certify to the Trustee unfunded net property additions in an amount equal to one hundred sixty-six and two-thirds per centum ($166\frac{2}{3}\%$) of the portion of the improvement fund requirement not so satisfied.

The term "improvement fund certificate", as used in this Section, shall mean an accountant's certificate filed by the Company with the Trustee pursuant to this Section. Such certificate may be a separate certificate or it may be combined with an improvement fund certificate or certificates filed pursuant to the improvement fund provisions of the Indenture or of any other indenture or indentures supplemental thereto.

On or before the first day of June in each year, beginning June 1, 1987, so long as any bonds of the Thirtieth Series are outstanding under the Indenture,

the Company shall deliver to the Trustee an improvement fund certificate showing the improvement fund requirement for that year, the amount of cash, if any, and the principal amount of bonds authenticated under the Indenture then outstanding, if any, then to be deposited by the Company with the Trustee and, if the Company elects to satisfy the improvement fund requirement for that year in whole or in part by the certification of unfunded net property additions, the amount, if any, of unfunded net property additions to be certified. The Company shall, concurrently with the delivery to the Trustee of such certificate, deposit with the Trustee the amount of cash, if any, and the principal amount of bonds, if any, shown in such certificate.

No property additions shall be certified in any improvement fund certificate pursuant to the provisions of this Section unless there shall be delivered to the Trustee with such certificate the applicable certificates, opinion of counsel, instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture, showing that the Company has unfunded net property additions equal to the amount so certified.

The Trustee shall hold any cash deposited with it under the provisions of this Section as a part of the mortgaged and pledged property until paid out as hereinafter provided. Any cash deposited with the Trustee under the provisions of this Section may, upon receipt by the Trustee of the written order of the Company signed by its President or a Vice President, of a treasurer's certificate such as is described in paragraph (2) of Section 4.05 of the Indenture and of an opinion of counsel,

(1) be withdrawn, used or applied by the Company in accordance with the provisions of paragraph (2), (3) or (4) of Section 10.05 of the Indenture, except that any premium required to be paid to purchase or redeem bonds shall be paid out of funds held by the Trustee under this Section and the Company shall not be required to furnish the Trustee with additional funds for such purpose or to reimburse the Trustee or the improvement fund for moneys so paid out. Interest and expenses in connection with the purchases or redemptions pursuant to this Section shall be dealt with as provided in Section 9.05 of the Indenture; or

(2) be withdrawn by the Company to the extent of sixty per centum (60%) of the amount of unfunded net property additions certified to the Trustee for such purpose, but only upon receipt by the Trustee of the applicable certificates, opinion of counsel, instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture, showing that the Company has unfunded net property additions equal to the amount so certified.

Bonds deposited with the Trustee pursuant to this Section, or purchased or redeemed by the use of cash deposited pursuant to this Section, shall be cancelled and shall not be thereafter made the basis for the authentication of bonds, the withdrawal, use or application of cash, or the release of property, under any of the provisions of the Indenture, or thereafter used to satisfy the requirements of this Section or of any other improvement fund provided for in the Indenture or in any indenture supplemental thereto or to satisfy an unsatisfied balance of the maintenance and replacement requirement (as defined in Section 7.07 of the Indenture) or to satisfy any replacement deficit pursuant to Section 4 of the Supplemental Indenture dated as of June 1, 1964.

To the extent that unfunded net property additions are certified to the Trustee to satisfy the improvement fund requirement for any year in whole or in part or as a basis for the withdrawal of cash deposited with the Trustee under the provisions of this Section, the amount of such unfunded net property additions shall thereafter be deducted in computing the amount of unfunded net property additions under Section 1.11 of the Indenture and in computing gross property additions under Section 7.07 of the Indenture.

The Company covenants that it will not, in any calendar year prior to 1991, redeem any bonds of the Thirtieth Series through the operation of this Section or the improvement fund provisions of any other Supplemental Indenture in a principal amount which would exceed the improvement fund requirement for such year provided for in this Section.

SECTION 3. The Company covenants that the provisions of Section 4 of the Supplemental Indenture dated as of June 1, 1964, which are to remain in effect so long as any bonds of the Thirteenth Series shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of the Thirtieth Series shall be outstanding under the Indenture.

The Company covenants that it will not, in any calendar year, redeem any bonds of the Thirtieth Series through the operation of Section 7.07 of the Indenture, Section 4 of the Supplemental Indenture dated as of June 1, 1964 or this Section in a principal amount that would exceed one per centum (1%) of the aggregate principal amount of bonds of the Thirtieth Series initially authenticated and delivered under this Supplemental Indenture.

SECTION 4. The Company covenants that, so long as any bonds of the Thirtieth Series shall be outstanding under the Indenture, it will not, after March 31, 1986, declare or pay any dividends, or make any other distributions (except (a) dividends payable or distributions made in shares of common stock

of the Company and (b) dividends payable in cash in cases where, concurrently with the payment of the dividend, an amount in cash equal to the dividend is received by the Company as a capital contribution or as the proceeds of the issue and sale of shares of its common stock), on or in respect of its common stock, or purchase or otherwise acquire for a consideration any shares of its common stock, if the aggregate of such dividends, distributions and such consideration for purchase or other acquisition of shares of its common stock after March 31, 1986, shall exceed

(i) the earned surplus of the Company accumulated after March 31, 1986 (determined in accordance with generally accepted accounting principles and without giving effect to charges to earned surplus on account of such dividends, distributions or acquisitions or on account of the disposition of any amounts which may then be classified by the Company on its books as amounts in excess of the original cost of utility plant or to charges or credits to earned surplus on account of items inherent in the balance sheet at March 31, 1986), plus

(ii) the earned surplus of the Company accumulated prior to April 1, 1986 in an amount not exceeding \$28,500,000, plus

(iii) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by any successor commission thereto, under the Public Utility Holding Company Act of 1935.

For the purposes of this Section, in determining the earned surplus of the Company accumulated after March 31, 1986, there shall be deducted the dividends accruing subsequent to March 31, 1986 on preferred stock of the Company and the total amount, of any, by which the charges to income or earned surplus since March 31, 1986 as provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than the sum of the amounts equal to the product of the applicable percentage (as defined in Section 4 of the Supplemental Indenture dated as of June 1, 1964) and the mathematical average of the amounts of depreciable property (as defined in said Section 4) at the opening of business on the first day and at the close of business on the last day of each calendar year (and, proportionately, of each period of months which is less than a calendar year) subsequent to March 31, 1986 included in the period for which earned surplus is being determined; provided, however, that, so long as any bonds of any series created prior to January 1, 1964 are outstanding under the Indenture, if the total amount, if any, by which the aggregate of the charges to income or earned

surplus since March 31, 1986 for repairs, maintenance and provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than 16% of the gross operating revenues derived by the Company subsequent to March 31, 1986 from the mortgaged and pledged property (other than specially classified property), after deduction from such revenues of the aggregate cost of electric energy, gas and steam purchased for resale, is greater than such amount, then the amount to be deducted in determining earned surplus shall be such greater amount. The term "consideration", as used in this Section, shall mean cash or fair value if the consideration be other than cash, and the term "provision for depreciation", as used in this Section, shall not be deemed to include provision for the amortization of any amounts classified by the Company on its books as amounts in excess of the original cost of utility plant.

SECTION 5. As supplemented by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, is in all respects ratified and confirmed, and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 6. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 7. This Supplemental Indenture may be executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Morgan Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Trust Officers and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Trust Officers, in several counterparts, all as of the day and year first above written.

MISSISSIPPI POWER COMPANY

[CORPORATE SEAL]

By H. H. BELL, JR.
Vice President

Attest:

J. C. McCLAMMY
Secretary

Signed, sealed and delivered this 4th day of June, 1986 by Mississippi Power Company, in the County of Harrison, State of Mississippi, in the presence of

MARSHA WESTON

PRISCILLA JOHNSON

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

[CORPORATE SEAL]

By J. N. CREAN
Trust Officer

Attest:

G. J. CASTELLANO
Assistant Trust Officer

Signed, sealed and delivered this 5th day of June, 1986 by Morgan Guaranty Trust Company of New York in the County of New York, State of New York, in the presence of

D. L. SBANO

A. HORAN

STATE OF MISSISSIPPI }
COUNTY OF HARRISON } SS.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, H. H. BELL, JR., as Vice President, and J. C. McCLAMMY, as Secretary, of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 4th day of June, 1986.

[NOTARIAL SEAL]

ANN D. LLOYD
Notary Public
My Commission Expires 2-12-87

STATE OF MISSISSIPPI }
COUNTY OF HARRISON } SS.:

On the 4th day of June, in the year one thousand nine hundred and eighty-six, before me personally came H. H. BELL, JR., to me known, who being by me duly sworn, did depose and say that he resides at 4103 Franklin Avenue, Gulfport, Mississippi 39501; that he is a Vice President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[NOTARIAL SEAL]

ANN D. LLOYD
Notary Public
My Commission Expires 2-12-87

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, J. N. CREAN, as Trust Officer, and G. J. CASTELLANO, as Assistant Trust Officer, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 5th day of June, 1986.

[NOTARIAL SEAL]

KAM LAW
KAM LAW
Notary Public State of New York
No. 4823386
Qualified in New York County
Commission Expires Mar. 30, 1987

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

On the 5th day of June, in the year of one thousand nine hundred and eighty-six, before me personally came J. N. CREAN, to me known, who being by me duly sworn, did depose and say that he resides at 837 Franklin Turnpike, Allendale, New Jersey 07401; that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

[NOTARIAL SEAL]

KAM LAW
KAM LAW
Notary Public State of New York
No. 4823386
Qualified in New York County
Commission Expires Mar. 30, 1987